"anarchy." The grounds of expulsion have covered a wide range and include: spreading socialistic propaganda (*Jaurès* case, Germany, 1905, 4 Moore's *Dig.* 69); promoting and organizing a strike (*Ben Tillett* case, Belgium, 1896, (1899) 26 Clunet, 203); practising the art of healing without a license (*Edwards'* case, Belgium, 1900, 4 Moore's *Dig.* 83); writings or speeches derogatory to the government or the army (cases of *Father Forbes* in France, (1892) 19 Clunet, 405; *Hottmann* in Switzerland, (1894) 21 Clunet, 672; *Kennan* in Russia, 1901, 4 Moore's *Dig.* 94), preaching polygamy (*Mormon missionaries* in Germany, For. Rel. 1898, p. 347); anarchy (*Kropotchine* case in Switzerland (1882) 9 Clunet, 220; *United States ex rel. Turner v. Williams* (1904) 194 U. S. 279, 24 Sup. Ct. 719) and many others. Attempts have been made by governments to agree on uniform administrative measures for exercising surveillance over anarchists. For. Rel. 1901, 196. Until the *mores* change, anarchists can not expect toleration from organized governments. They are inherently undesirable.

BAILMENTS—LIMITATION OF BAILEE'S LIABILITY—LOSS OF BAGGAGE IN CHECK ROOM.—A bill was filed to recover the sum of $224.50, the alleged value of a suit-case and its contents, which the complainant deposited at the defendant's check room in its station. The bag and its contents were given to another person by mistake and had not been returned. The defence was that there was a notice on the face of the check given to the complainant to the effect that the defendant would not be responsible for an amount exceeding ten dollars on any article covered by the check. *Held,* that the complainant should recover the full value of the suit-case and its contents. *Dodge v. Nashville C. & St. L. Ry.* (1919, Tenn.) 215 S. W. 274.

The problem in the instant case is different from that in the usual case, where the carrier, in conjunction with the ticket issued to each passenger, allows a certain amount of baggage to be carried, for which a baggage check is given limiting the liability of the carrier in case of loss. The weight of authority in the latter cases is that the carrier cannot avoid or lessen its responsibility by mere notice upon the check, unless the passenger's attention is actually drawn to the limitation. *Cooper v. Norfolk Southern R. R.* (1913) 161 N. C. 400, 77 S. E. 339; *Rawson v. Pennsylvania R. R.* (1872) 48 N. Y. 212; Browne, *Law of Bailments* (1896) 191; see (1913) 23 YALE LAW JOURNAL, 95; (1916) 26 *ibid.*, 414. In the instant case the carrier was not acting in the regular capacity of a carrier, but in the capacity of a bailee for hire, and as such could limit its liability, provided the bailor had actual knowledge and assented. But the defendant contended that the printed notice on the check was binding whether the passenger read it or not. Such is the rule in England. *Harris v. Great Western Ry.* (1876) 1 Q. B. D. 515; *Pratt v. South Eastern R. R.* [1897] 1 Q. B. 718. The cases on this point are rare in the United States. Where a check was given at a check room with a printed notice thereon, limiting liability to ten dollars, it has been held insufficient notice and the full amount was recovered. *Healy v. New York Central & H. R. R.* (1912, Sup. Ct.) 153 App. Div. 516, 138 N. Y. Supp. 287; *contra, Terry v. Southern Ry.* (1908) 81 S. C. 279, 62 S. E. 249. The suit in the instant case was brought in equity under a Tennessee statute. Shannon's Code (Thompson ed. 1918) sec. 6109.

BANKRUPTCY—PROPERTY ACQUIRED BY TRUSTEE—FORFEITURE OF LEASE.—A coal lease provided for forfeiture and reëntry upon breach of conditions, such as the payment of royalties, taxes, etc. The lessee corporation failed to comply with these conditions and subsequently it was adjudged an involuntary bankrupt. Demand was made on the trustee in bankruptcy, who refused to perform the covenants in the lease. The lessors thereupon declared the lease forfeited